



Request For Proposal  
W912HP-05-R-0008  
20 May 2005

US Army Corps  
of Engineers  
Charleston District

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## **KENNEL FACILITY**

**SAVANNAH RIVER SITE**  
**AIKEN COUNTY**  
**South Carolina**

U. S. Army Engineer District, Charleston  
Corps of Engineers  
69A Hagood Avenue  
Charleston, South Carolina 29403-5107

**Construction Solicitation**  
**Specifications**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
00010	SOLICITATION, OFFER AND AWARD (SF 1442) BIDDING SCHEDULE
00100	INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS
00600	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS
00700	CONTRACT CLAUSES
00800	SPECIAL CONTRACT REQUIREMENTS
 <u>DIVISION 1 - GENERAL REQUIREMENTS</u>	
00102N	LIST OF DRAWINGS
01100	GENERAL REQUIREMENTS
01270A	MEASUREMENT AND PAYMENT
01312A	QUALITY CONTROL SYSTEM (QCS)
01320A	PROJECT SCHEDULE
01330	SUBMITTAL PROCEDURES
01355A	ENVIRONMENTAL PROTECTION
01356A	STORM WATER POLLUTION PREVENTION MEASURES
01420	SOURCES FOR REFERENCE PUBLICATIONS
01451A	CONTRACTOR QUALITY CONTROL
01500A	TEMPORARY CONSTRUCTION FACILITIES
01525	SAFETY AND OCCUPATIONAL HEALTH REQUIRMENTS
01781	OPERATION AND MAINTENANCE DATA
 <u>DIVISION 2 - SITE WORK</u>	
02220	DEMOLITION
02300	EARTHWORK
02370A	SOIL SURFACE EROSION CONTROL
02510A	WATER DISTRIBUTION SYSTEM
02531	SANITARY SEWERS
02630	STORM DRAINAGE
02722N	GRADED CRUSHED AGGREGATE BASE COURSE FOR FLEXIBLE PAVEMENT
02741A	HOT-MIX ASPHALT (HMA) FOR ROADS
02743N	BITUMINOUS PRIME COAT
02744N	BITUMINOUS TACK COAT
02763A	PAVEMENT MARKINGS
02770A	CONCRETE SIDEWALKS AND CURBS AND GUTTERS
02821N	CHAIN LINK FENCES AND GATES
02921A	SEEDING

New Kennel Facility, Savannah River Site  
Aiken, County South Carolina

W912HP-05-R-0008

DIVISION 3 CONCRETE

03307 CONCRETE FOR MINOR STRUCTURES

DIVISION 4 MASONRY

04200 MASONRY

DIVISION 5 METALS

05120 STRUCTURAL STEEL  
05400 COLD-FORMED STEEL FRAMING  
05500A MISCELLANEOUS METAL

DIVISION 7 THERMAL AND MOISTURE PROTECTION

07110A BITUMINOUS DAMPPROOFING  
07220 ROOF AND DECK INSULATION  
07416A STANDING SEAM METAL ROOF (SSSMR) SYSTEM  
07600 FLASHING AND SHEET METAL  
07920 JOINT SEALING

DIVISION 8 DOORS AND WINDOWS

08120 ALUMINUM DOORS AND FRAMES  
08520A ALUMINUM WINDOWS  
08710 DOOR HARDWARE

DIVISION 9 FINISHES

09250 GYPSUM BOARD  
09310 CERAMIC TILE, QUARRY TILE, AND PAVER TILE  
09510 ACOUSTICAL CEILING  
09650 RESILIENT FLOORING  
09900 PAINTS AND COATINGS

DIVISION 10 SPECIALTIES

10201N METAL WALLS AND DOOR LOUVERS  
10505N STEEL CLOTHING LOCKERS  
10605N WIRE MESH PARTITIONS  
10800 TOILET ACCESSORIES

DIVISION 12 - FURNISHINGS

12320A CABINETS AND COUNTERTOPS

DIVISION 15 MECHANICAL

15070A SEISMIC PROTECTION FOR MECHANICAL EQUIPMENT  
15080 THERMAL INSULATION FOR MECHANICAL SYSTEMS  
15182 REFRIGERANT PIPING

New Kennel Facility, Savannah River Site  
Aiken, County South Carolina

W912HP-05-R-0008

15400A	PLUMBING, GENERAL PURPOSE
15700A	UNITARY HEATING AND COOLING EQUIPMENT
15895	AIR SUPPLY, DISTRIBUTION, VENTILATION AND EXHAUST SYSTEMS
15990A	TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS

DIVISION 16 ELECTRICAL

16370A	ELECTRICAL DISTRIBUTION SYSTEM, AERIAL
16415A	ELECTRICAL WORK, INTERIOR

ATTACHMENTS

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912HP-05-R-0008	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 20-May-2005	PAGE OF PAGES 1 OF 44
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. SEE SCHEDULE		6. PROJECT NO.	
7. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, CHARLESTON ATTN: CONTRACTING DIVISION 69-A HAGOOD AVENUE CHARLESTON SC 29403-5107  TEL: 843-329-8084      FAX: 843-329-2320		CODE W912HP	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL:      FAX:	
9. FOR INFORMATION CALL:	A. NAME KATHLEEN A. EDENBOROUGH	B. TELEPHONE NO. <i>(Include area code)</i> <b>(NO COLLECT CALLS)</b> 843-329-8096		
<b>SOLICITATION</b>				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  Construct new kennel facility at the Savannah River Site, near Aiken, SC. The project will include site work, supporting utilities, new driveway and parking area, new administration building, new kennel area and all appurtenances.  This solicitation is Unrestricted. The NAICS code is 236220 with a size standard of \$28.5M.  Note the new requirement for Annual Representations and Certifications to be completed online. See Section 00600, Clause 52.204-8.  Project magnitude is \$500,000 to \$1,000,000  Should the resulting award be \$1,000,000 or greater, the following clauses will apply: Small Business Subcontracting Plan, 52.219-9; and Liquidated Damages-Subcontracting Plan, 52.219-16. If the resulting award is under \$1,000,000, these clauses will not apply. If a subcontracting plan is required, it will be requested from the successful offeror for approval by the Government prior to award.  The Government intends to issue Notice to Proceed within 14 days of contract award, subject to receipt of acceptable payment and performance bonds specified in Block 12.				
11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>240</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Section 00800 _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS  10	
13. ADDITIONAL SOLICITATION REQUIREMENTS:  A. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>20 Jun 2005</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.  C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.  D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>						15. TELEPHONE NO. <i>(Include area code)</i>				
						16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>				
CODE		FACILITY CODE								
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>						20B. SIGNATURE			20C. OFFER DATE	
<b>AWARD (To be completed by Government)</b>										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY		CODE				27. PAYMENT WILL BE MADE BY:		CODE		
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.						<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>						31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				
30B. SIGNATURE			30C. DATE			TEL:		EMAIL:		
						31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Amount - New Kennel Facility FFP Basis shall be the entire work complete in accordance with the drawings and specifications, but not including the work indicated or specified to be provided under any option PURCHASE REQUEST NUMBER: W81D4A-4342-4472	1	Lump Sum		

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option 1 - New Admin Bldg FFP Basis shall be the addition of the following work complete: - construction of the New Admin. Bldg. - all grading and earthwork for the new admin. bldg. - all utility connections for the new admin. bldg. - the adjacent concrete sidewalks including the sidewalk and canopy leading to the New Kennel Facility PURCHASE REQUEST NUMBER: W81D4A-4342-4472-0001	1	Lump Sum		

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum		
OPTION	Option 2 - New Parking Area FFP Basis shall be the addition of the following work complete: - all grading and earthwork for New Parking Area - all pavement and pavement markings (including reserved parking signs) - all drainage ditch improvements including removal of the existing drainage epe, placing the new RCP and flared end sections, and the associated grading.				

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NET AMT

FOB: Destination

TOTAL                      TOTAL LINE ITEMS 0001-0003                      \$\_\_\_\_\_



## Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTION TO OFFERORS**INSTRUCTIONS TO OFFERORS****I. PROPOSAL PREPARATION INSTRUCTIONS**

A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of two (2) separately bound parts, **Part I** - Price Proposal, and **Part II** - Past Performance Information.

B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness of the price.

C. Specific Instructions:

1. **PART I – PRICE PROPOSAL** - *Submit original and one (1) copy*

(a) Complete Sections 00010, 00100, and 00600 of the RFP. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP.

(b) Insert proposed unit and extended prices in Section 00010 for each Contract Line Item, including all options.

(c) Complete the necessary fill-ins and certifications in Sections 00600, including the representations and certifications online, as required by the clause Annual Representations and Certifications, 52.204-8.

2. **PART II – PAST PERFORMANCE INFORMATION** - *Limited to no more than 2 pages per Project Information Sheet. Only references for same or similar type contract desired. Submit original plus three (3) copies*

*If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.*

**a. Project Information Sheets.**

(1) Offeror shall submit, for at least three, but no more than five relevant projects in the past five (5) years that are either in progress or completed, a Project Information Sheet demonstrating the above elements for this Factor 2, Past Performance.. The Project Information Sheet, one for each of the three projects shall include the following: Project Title; Location; Contract number; Nature of involvement in this project; i.e. General Contractor, subcontractor, designer; Procuring activity; Procurement point of contact and telephone number; List date of construction completion or percent completion if construction is underway; Address of facility/plant; Address and

telephone number of owner; Indicate type of project (private sector, Government, planned unit development, etc.); Original contract cost; Total cost of all modifications; Total contract cost; List of all subcontractors who perform(ed) 5% or more of the total value of the contract, including addresses, points of contact and phone numbers; and List of principal subcontractors including names, addresses, points of contact and phone numbers.

(2) The Offeror shall submit either OSHA form 200 or 300 showing the incident rates for their firm including major subcontractors utilized for all projects within the past five (5) years. Incident rates for the year is Number of Lost Time Accidents for the year x 200,000/Man-Hours Worked that year.

**b. Past Performance Evaluation Questionnaires.** Offeror's shall provide a Questionnaire, one to each Point of Contact (POC) identified on the Project Information Sheet for Factor 2, Past Performance. A Transmittal Cover Letter and Questionnaire are included for your use. Offeror shall complete the Transmittal Cover Letter and forward the Transmittal Cover Letter and Questionnaire to the POC identified in the Project Information Sheet for this Factor 2, Past Performance. When completed, the POC shall mail, fax or e-mail the questionnaire to the Charleston District Contract Specialist identified in the Transmittal Cover Letter provided. It is the contractor's responsibility to ensure that the reference documentation is provided, as the Government may not make additional requests for past performance information from the references. The completed Questionnaire shall be provided to the Charleston District Contract Specialist directly from the reference. Questionnaires shall demonstrate the above elements for this Factor 2, Past Performance, and shall be for at least three, but no more than five relevant projects in the past 5 years that are either in progress or completed.

D. Format for proposal Part II shall be as follows:

- (a) A page is defined as one face of an 8 1/2" x 11" sheet of paper containing information.
- (b) Typing shall not be less than 12 pitch.

## II. EVALUATION FACTORS FOR AWARD.

This acquisition is being procured as a best value, 100% unrestricted acquisition. Offerors will be evaluated using the below criteria, weighted in descending order of importance.

### A. FACTOR 1: PRICE

**B. FACTOR 2: PAST PERFORMANCE.** Past Performance is significantly less important than cost or price. Offeror shall be evaluated on at least three, but no more than five relevant projects in the past five (5) years that are either in progress or completed. Relevant projects are those similar in terms of cost, complexity, design or features of this requirement. The Offeror's past performance in completing projects during the last five years will be evaluated to determine technical capability to perform the proposed contract and how well it satisfied its customers. The information presented in the Offeror's submittal, together with that from other sources available to the Government will compose the input for evaluation of this factor. The following elements will be evaluated for each project:

- Safety and Health
- Quality of Construction
- Timeliness of Performance
- Project Management
- Documentation
- Customer Satisfaction

**2. Evaluation.** The Government will evaluate the Offeror's past performance using the sources available to it including but not limited to: the example projects identified by the Offeror, Past Performance Evaluation Questionnaires received, and Construction Contractor Appraisal Support System, CCASS. Offerors shall be provided an opportunity to address any negative past performance information about which the Offeror has not previously had an opportunity to respond. The Government treats an Offeror's lack of past performance as an unknown risk. The Government will evaluate past performance based on the elements listed below:

**a. Safety and Health.** The Government will evaluate all information provided by the offerors to include the offeror's past safety record and a list of all incident rates, including loss of equipment in excess of \$10,000.00 and serious accidents when defined as permanent disability or loss of life.

**b. Quality of Construction.** Based on information provided in the questionnaire and other information, the Government will assess the quality of the actual construction undertaken and the standards of workmanship exhibited by the Offeror's team.

**c. Timeliness of Performance.** The Government will evaluate all information available with respect to the Offeror completing past projects within the scheduled completion times.

**d. Project Management.** The Government will evaluate all information available with respect to the Offeror's project management plan and process used on past projects.

**e. Documentation.** The Government will evaluate all information available with respect to the Offeror's level of meeting customer satisfaction on timeliness and quality of the documentation, reports, and other written materials completed by the Offeror on past projects.

**f. Customer Satisfaction.** The Government will evaluate all information available with respect to the Offeror's past customer satisfaction, cooperation with customers, and interaction on past projects.

## II. RATING SYSTEM

Evaluators will apply the appropriate adjective to each criterion rated for each tradeoff factor. The evaluator's narrative explanation must clearly establish that the Offeror's submittal meets the definitions established below. As each factor is evaluated an assessment of Performance Risk will be made. Performance Risk relates to the assessment of an Offeror's present and past work and accomplishments to determine the Offeror's ability to successfully perform as required.

**RATINGS FOR TECHNICAL TRADEOFF FACTORS: Excellent, Good, Satisfactory, Marginal, Unsatisfactory, and \*Unknown Risk (\*Applicable only to Past Performance)**

**FOR COST OR PRICE: Price will not be rated. Price analysis will be performed to determine completeness, price reasonableness, balanced prices and the offeror's understanding of the work**

**1. EXCELLENT** - Information submitted demonstrates Offeror's potential to significantly exceed performance or capability standards. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. The Offeror possesses exceptional strengths that will significantly benefit the Government. The Offeror's qualifications meet the fullest expectations of the Government. The Offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in highly effective and efficient performance under the contract which represents very low risk to the Government. An assigned rating of "excellent" indicates that, in terms of the specific factor, the submittal contains no significant weaknesses, deficiencies or disadvantages. Offeror significantly exceeds most or all solicitation requirements. **Very high probability of success. Very low risk to the Government.**

**2. GOOD** - Information submitted demonstrates Offeror's potential to exceed performance or capability standards. Offeror possesses one or more strengths that will benefit the Government. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency, productivity, or quality. The Offeror's qualifications are responsive with minor weaknesses, but no major weaknesses noted. An assigned rating of "Good" indicates that, in terms of the specific factor, any weaknesses noted are minor and should not seriously affect the offeror's performance. The submittal demonstrates that the requirements of the RFP are well understood and the approach will likely result in a high quality of performance which represents low risk to the Government. A rating of "Good" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or conversely, weaknesses that could diminish the quality of the effort or increase the risks of failure. Disadvantages are minimal. The submittal contains excellent features that will likely produce results very beneficial to the Government. Offeror fully meets all RFP requirements and significantly exceeds many of the RFP requirements. Response exceeds a "Satisfactory" rating. **High probability of success. Low risk to the Government.**

**3. SATISFACTORY** - Information submitted demonstrates Offeror's potential to meet performance or capability standards. Offeror presents an acceptable solution and meets minimum standard requirements. Offeror possesses few or no advantages or strengths. The Offeror's proposal contains weaknesses in several areas that are offset by strengths in other areas. A rating of "Satisfactory" indicates that, in terms of the specific factor, the Offeror may satisfactorily complete the proposed tasks, but there is at least a moderate risk that it will not be successful. There is a good probability of success and that a fully acceptable level of performance will be achieved. Offeror meets all RFP requirements, presents a complete and comprehensive proposal, exemplifies an understanding of the scope and depth of the task requirements, and displays understanding of the Government's requirements. Offeror's response exceeds a "Marginal" rating. No significant advantages or disadvantages. **Moderate risk to the Government.**

**4. MARGINAL** - Information submitted demonstrates Offeror's potential to marginally meet performance or capability standards necessary for minimal but acceptable contract performance. The submittal is not adequately responsive or does not address the specific factor. The assignment of a rating of "Marginal" indicates that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The Offeror's qualifications demonstrate an acceptable understanding of the requirements of the RFP and the approach will likely result in an adequate quality of performance, which represents a moderate level of risk to the Government. Offeror displays low probability of success, although the submittal has a reasonable chance of becoming at least acceptable. Offeror's response exceeds an "Unsatisfactory" rating. **Significant disadvantages. High risk to the Government.**

**5. UNSATISFACTORY** – Information submitted fails to meet performance or capability standards necessary for acceptable contractor performance. The Offeror's interpretation of the Government's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be Unsatisfactory. The submittal does not meet the minimum requirements of the RFP; requirements could only be met with major changes to the submittal. There is no reasonable expectation that acceptable performance would be achieved which represents unacceptably high risk to the Government. The Offeror's qualifications have many deficiencies and/or gross omissions; fail to provide a reasonable, logical approach to fulfilling much of the Government's requirements; and, fail to meet many of the minimum requirements. The Offeror's qualifications are so unacceptable that it would have to be completely revised in order to attempt to make them acceptable. **Very significant disadvantages. Unacceptably high risk to the Government.**

**6. \*\*UNKNOWN RISK** – No relevant past performance record identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment. **\*\*Applicable to Past Performance Only.**

### **III. Basis for Award**

1. Technical Tradeoff Evaluation Factor, Past Performance, is significantly less important than cost or price. Price will not be scored but will be a factor in establishing the competitive range prior to discussions (if held) and in making the best value determination for award. Proposals must meet the criteria stated in the RFP in order to be eligible for award, to include responsiveness, technical acceptability and responsibility.

2. The Government will award a contract to the responsible Offeror whose technical submittal and price proposal contains the combination of those criteria described in this document offering the best overall value to the Government. Best value will be determined by a comparative assessment of proposals against all source selection criteria in this RFP.

3. As technical ratings and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in scoring and relative advantages and disadvantages between proposals are of increased importance to the determination.

4. The Government reserves the right to accept other than the lowest priced offer or highest technically rated offeror. The right is also reserved to reject any and all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. If other than the lowest offer, it must be sufficiently more advantageous than the lowest offer to justify the payment of additional amounts.

5. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

6. The evaluation process shall proceed as follows:

a. Initially offers shall be ranked according to price, including any option prices if applicable. When applicable, the price evaluation adjustment for HUBZone small business concerns will be applied in accordance with FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, to arrive at an evaluated price. The price evaluation will document for the offers evaluated under the following subparagraph b, the completeness, and reasonableness of the proposed total evaluated price.

b. Using questionnaires, the contracting officer shall seek performance information on the lowest priced offerors (usually the lowest five to seven) based on (1) the references provided by the offeror and (2) data independently obtained from other Government and commercial sources. The Government reserves the right to seek information on higher priced offerors if none of the lower priced offerors receive an exceptional past performance risk rating. The purpose of the past performance evaluation is to allow the Government to assess the offeror's ability to perform the effort described in this RFP, based on the offeror's demonstrated present and past performance. The assessment process will result in an overall rating of exceptional, very good, satisfactory, neutral, marginal, or unsatisfactory. Past performance regarding predecessor companies, key personnel who have relevant experience, or sub-contractors that will perform major or critical aspects of the requirement will not be rated as highly as past performance information for the principal offeror. Offerors with no relevant past or present performance history shall receive the rating "unknown," meaning the rating is treated neither favorably nor unfavorably.

c. Other Sources. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include but are not limited to CCASS (Construction Contractor Appraisal Support System), telephone interviews with organizations familiar with the Offeror's performance, and Government personnel with personal knowledge of the Offeror's performance capability.

c. In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

d. If the lowest priced evaluated offer is judged to have an exceptional performance risk rating, that offer represents the best value for the Government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.

e. The Government reserves the right to award a contract to other than the lowest priced offer if that offeror is judged to have a performance risk rating of "very good" or lower. In that event, the contracting officer shall make an integrated assessment best value award decision.

f. Offerors are cautioned to submit sufficient information and in the format specified above. Offeror's may be asked to clarify certain aspects of their proposal (*for example*, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.

**TRANSMITTAL COVER LETTER**

**TO  
PAST PERFORMANCE EVALUATION QUESTIONNAIRE**

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, Charleston District. The Corps of Engineers will evaluate of our firm's past performance in accordance with Federal Acquisition Regulations (FAR). Your candid response to the attached Questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed Questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this Questionnaire may be released to the Offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained.

Please do not return your Questionnaire to our offices. Please send your completed Questionnaire by mail, fax or email directly to the following address to arrive NOT LATER THAN June 20 2005

U.S. Army Corps of Engineer District, Charleston  
Attn: CESAC-CT (Kathleen Edenborough)  
69-A Hagood Avenue  
Charleston, South Carolina 29403-5107  
FAX: 843-329-2320  
OR  
Email Kathleen.a.edenborough@sac.usace.army.mil

If you have questions regarding the attached Questionnaire, or require assistance, please contact Kathleen Edenborough at 843-329-8096. Thank you for your assistance.

**PAST PERFORMANCE EVALUATION QUESTIONNAIRE****Construct Dog Kennel at Savannah River Site, Aiken, SC**

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers District, Charleston CESAC-CT (Kathleen Edenborough) 69-A Hagood Avenue Charleston, South Carolina 29403-5107 in the enclosed addressed envelope or fax to 843-329-2320 ATTN: Kathleen Edenborough or e-mail Kathleen.a.edenborough@sac.usace.army.mil. Please do not return this form to our office. Thank you.

1. Contractor/Name & Address (City and State):
2. Type of Contract: Fixed Price \_\_\_ Cost Reimbursement \_\_\_ Other (Specify) \_\_\_\_\_
3. Title of Project/Contract Number:
4. Description of Work: (Attach additional pages as necessary)
5. Complexity of Work: High \_\_\_ Mid \_\_\_ Routine \_\_\_
6. Location of Work:
7. Date of Award:
8. Status: In Progress \_\_\_\_\_ (provide percent complete)  
Complete \_\_\_\_\_ (provide completion date)
9. Name, address and telephone number of Contracting Officer's Representative:



**10. SAFETY AND HEALTH:**

Evaluate the contractor's performance in complying with contract requirements, safety and health. Was overall safety demonstrated and practiced?

Excellent \_\_\_\_ Good \_\_\_\_ Satisfactory \_\_\_\_ Marginal \_\_\_\_  
Unsatisfactory or Experienced Significant Safety and Health Problems \_\_\_\_  
Remarks: \_\_\_\_\_

**11. QUALITY OF CONSTRUCTION:**

Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent \_\_\_\_ Good \_\_\_\_ Satisfactory \_\_\_\_ Marginal \_\_\_\_  
Unsatisfactory or Experienced Significant Quality Problems \_\_\_\_  
Remarks: \_\_\_\_\_

**12. TIMELINESS OF PERFORMANCE:**

To what extent did the contractor meet the contract and/or individual task order schedules if the contract was an indefinite delivery type contract?

Completed Substantially Ahead of Schedule (Excellent) \_\_\_\_  
Completed Ahead of Schedule (Good) \_\_\_\_  
Completed on Schedule with Minor Delays Under Extenuating Circumstances (Satisfactory) \_\_\_\_  
Completed Behind Schedule (Marginal) \_\_\_\_  
Experienced Significant Delays without Justification (Unsatisfactory) \_\_\_\_

Remarks: \_\_\_\_\_

**13. PROJECT MANAGEMENT**

How well did the contractor manage and coordinate the overall contract, employees, and generally all aspects of the project?

Excellent \_\_\_\_ Good \_\_\_\_ Satisfactory \_\_\_\_ Marginal \_\_\_\_ Unsatisfactory \_\_\_\_

Remarks: \_\_\_\_\_

14. DOCUMENTATION

To what extent were the contractor’s reports and documentation accurate, complete and were they submitted in a timely manner?

Excellent \_\_\_\_ Good \_\_\_\_ Satisfactory \_\_\_\_ Marginal \_\_\_\_ Unsatisfactory \_\_\_\_

Remarks: \_\_\_\_\_

15. CUSTOMER SATISFACTION:

To what extent were the end users satisfied with:

	Quality	Cost	Schedule
Exceptionally Satisfied (Excellent)			
Highly Satisfied (Good)			
Satisfied (Satisfactory)			
Somewhat Dissatisfied (Marginal)			
Highly Dissatisfied (Unsatisfactory)			

Remarks: \_\_\_\_\_

16. IF GIVEN THE OPPORTUNITY, WOULD YOU WORK WITH THIS CONTRACTOR AGAIN?

Yes \_\_\_\_ No \_\_\_\_

17. OTHER REMARKS (Attach additional pages as necessary)

Remarks: \_\_\_\_\_

#### CLAUSES INCORPORATED BY REFERENCE

52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.236-28	Preparation of Proposals--Construction	OCT 1997

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the

Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price construction contract resulting from this solicitation.

(End of clause)

#### 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2004)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

**52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
27.2%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.



(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Savannah River Site, Aiken County, SC**

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

US Army Corps of Engineers  
Charleston District, Contracting Division  
Contracting Officer  
69-A Hagood Ave  
Charleston, SC 29403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: **Gary McAlister**  
Telephone: 803-952-9185  
Fax: 803-952-9591

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether

transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$473.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

##### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by awarding it concurrently with the base item(s) at the time of award, pending availability of sufficient funds. The performance times will be in accordance with contract clause Commencement, Prosecution, and Completion of Work.

(End of clause)

##### 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;



(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on

subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before

contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			
Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).			
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.			
Include other applicable supporting information.			

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty five (25)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

## 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of sureys performed for the Charleston District, Corps of Engineers and site investigations performed by Charleston District personnel.

(b) Weather conditions , transportation facilities and other pertinent information may be found in the Technical Provisions, Section 01100, General, Physical Conditions and Data.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

(End of clause)

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
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See Specification Section 00102 for list of drawings.

(End of clause)

## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
  - (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
  - (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
  - (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.



(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

## Section 00800 - Special Contract Requirements

APPLICABLE CLAUSES

Should the resulting award be \$1,000,000 or greater, the following clauses will apply: Small Business Subcontracting Plan, 52.219-9; and Liquidated Damages-Subcontracting Plan, 52.219-16. If the resulting award is under \$1,000,000, these clauses will not apply. If a subcontracting plan is required, it will be requested from the successful offeror for approval prior to award.

## CLAUSES INCORPORATED BY FULL TEXT

52.201-4700 CONTRACTING OFFICER'S REPRESENTATIVE (COR)  
ADMINISTRATIVE CONTRACTING OFFICER (ACO)  
ORDERING OFFICER

## (a) Definitions.

(i) "Contracting Officer's Representative" (COR) means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(ii) "Administrative Contracting Officer" (ACO) means an individual designated in accordance with subsections 1.602-1(100) and 1.603-3(100) of the Engineer Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific functions. The ACO is authorized to modify construction contracts within the scope of the contract under specified contract clauses.

(iii) "Ordering Officer" means an individual designated in accordance with subsection 1.603-1 of the Army Federal Acquisition Regulation Supplement and authorized in writing by the Chief of the Contracting Division to place orders against specific indefinite delivery type contracts.

(b) If a COR, ACO, or Ordering Officer is designated, the Contractor will receive a copy of the written designation. Each will specify the extent of the authority of the COR, ACO, or Ordering Officer to act on behalf of the Government.

(c) The Contractor shall not accept any instructions issued by any person employed by the Government, or otherwise, other than the Contracting Officer; or COR, ACO or Ordering Officer acting within their authority.

(End of paragraph)

## 52.203-4011 COMPLETION AND SUBMISSION OF OMB STANDARD FORM-LLL

For your convenience, an OMB standard form LLL, Disclosure of Lobbying Activities, is enclosed as an attachment with this solicitation.

(End of paragraph)

## 52.219-4005 SUBCONTRACTING REPRESENTATION

(a) Part of the work included in this offer ( ) will, ( ) will not, be subcontracted. Subcontractor ( ) is, ( ) is not, a Small Business Concern as defined in the provision entitled SMALL BUSINESS CONCERN REPRESENTATION.

(b) Part of the work included in this offer ( ) will, ( ) will not, be subcontracted to a Small Disadvantaged Business Concern as defined in the provision entitled SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION.

Name and Address of Subcontractor: \_\_\_\_\_

Estimated percentage of work to be subcontracted: \_\_\_\_\_

Type of work to be subcontracted: \_\_\_\_\_

(End of paragraph)

#### 52.228-4001 REQUIRED INSURANCE

In accordance with the clause "INSURANCE - WORK ON A GOVERNMENT INSTALLATION" the following Schedule applies:

(a) Workmen's Compensation and Employer's Liability.

(1) Compliance with applicable workmen's compensation and occupational diseases statutes is required. (If occupational diseases are not compensable under applicable statutes, coverage may be under employer's liability insurance.)

52 Employer's liability

\$100,000.00

(b) General Liability (comprehensive form policy).

(1) Bodily injury per occurrence

\$500,000.00

(c) Automobile Liability (comprehensive form policy).

(1) Bodily injury per person

\$200,000.00

(2) Bodily injury per accident

\$500,000.00

(3) Property damage per accident

\$ 20,000.00

The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

(End of paragraph)

#### 52.232-4001 RELEASE OF CLAIMS - - CONSTRUCTION

The following is an example of a Contractor's release of claims required of the Contractor to comply with the provisions of clause "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS".

(Sample)

#### RELEASE OF CLAIMS

The undersigned Contractor under Contract Number \_\_\_\_\_ dated \_\_\_\_\_, 19\_\_\_\_, between the United States of America and said Contractor for the \_\_\_\_\_ located at \_\_\_\_\_ in accordance with Section I, "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" FAR clause 52.232-0005, of said Contract, hereby releases the United States, its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:

(Here itemize claims and amounts due)

\_\_\_\_\_  
(Contractor signature)

\_\_\_\_\_  
(Typed name and title)

\_\_\_\_\_  
(Date)

(End of paragraph)

#### 52.236-4103 ACKNOWLEDGEMENT OF NOTICE TO PROCEED (CESAC-CT)

Date of the Acknowledgement of Notice to Proceed will be the same date the Notice to Proceed was delivered to the Contractor or his representative. Delivery of the Notice to Proceed may be electronic, as with an email or fax, or in hardcopy through the mail or personal delivery. Confirmation of delivery can be made by telephone, electronic means (return fax, return email, etc.), mail or personal delivery. If receipt is not acknowledged by the contractor or cannot be established through other means, the date of acknowledgement will be seven (7) calendar days after the date of issue of the Notice to Proceed by the Contracting Officer.

(End of paragraph)

#### 52.249-4500 BASIS FOR SETTLEMENT OF PROPOSALS (MAY 1995)

"Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principals will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable and unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts they will be recovered through the indirect expense rate.

(End of clause)

#### 52.200-4803(a) ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

(a) Partial payments will be made monthly for the amount and value of the work and services performed upon submission of ENG Form 93, "Payment Estimate-Contract Performance". This estimate will be forwarded to and verified by the Contracting Officer's Representative utilizing the progress report submitted by the Contractor and independent analyses of progress. Sample format for ENG Form 93 will be provided to the Contractor by the Contracting officer's Representative upon contract award.

(b) Submit requests for payment (Original and one copy) to:

**ORIGINAL:**

U.S. Army Corps of Engineers, Charleston  
Attn: CESAC-CT  
69-A Hagood Ave  
Charleston, SC 29403

**COPY (if US Postal Service):**

US Dept. of Energy  
Office of Cleanup Projects Management  
Attn: Mr. Gary McAlister  
PO Box A  
Aiken, SC 29802

**COPY (if FedEx):**

US Dept. of Energy  
Office of Cleanup Projects Management  
Attn: Mr. Gary McAlister  
Road 1A, Building 730-B  
Aiken, SC 29802

(c) Payments will be made by:

USACE Finance Center (EROC: K2)  
Attn: CEFC-AO-P  
5720 Integrity Drive  
Millington, TN 38054